

EXHIBIT B

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NEW YORK

ANTHONY BELFIORE, on behalf) Civil Action
of himself and all others) No. 14-4090 (JBW)
similarly situated,) -and-
Plaintiff,) Civil Action
v.) No. 14-1142 (JBW)
THE PROCTER & GAMBLE COMPANY,)
Defendant.)
-----) STATUS CONFERENCE
D. JOSEPH KURTZ, individually)
and on behalf of all others) Brooklyn, New York
similarly situated,) Date: June 18, 2019
Plaintiff,) Time: 11:00 a.m.
vs.)
KIMBERLY-CLARK CORPORATION,)
et al.)
Defendants.)

TRANSCRIPT OF STATUS CONFERENCE
HELD BEFORE
THE HONORABLE JUDGE JACK B. WEINSTEIN
UNITED STATES DISTRICT JUDGE

A P P E A R A N C E S

For the Plaintiff:	Lester L. Levy, Esq.
(Case No. 14-cv-4090)	Matthew Insley-Pruitt, Esq.
	Sean M. Zaroogian, Esq.
	Wolf Popper LLP
	845 Third Avenue
	New York, New York 10022
	212-759-4600
For the Defendant:	Harold P. Weinberger, Esq.
(Case No. 14-cv-4090)	Kramer Levin Naftalis & Frankel LLP
	1177 Avenue of the Americas
	New York, New York 10036
	212-715-9132

(Appearances continued on the next page.)

Court Reporter: Annette M. Montalvo, Official Court Reporter
Eastern District of New York
Office: 718-804-2711

1 THE COURT: I know it was a controversial issue, of
2 course.

3 MR. WEINBERGER: Still to be decided.

4 So in terms of the injunctive relief, you know, I
5 guess I'm -- 49 Attorneys General found that it was
6 acceptable, and a federal judge found it was acceptable. And
7 I think that the agreement to apply the more rigorous testing
8 methodology was intended to make sure that criteria would
9 continue to be met, and I just quarrel with the notion that
10 the changes to the labeling are slight. They're not slight at
11 all. And as I said, everyone seems to find it acceptable
12 except Mr. Belfiore. So, you know, I don't know what that
13 says.

14 THE COURT: Well, what's your position going to be
15 on the need for national uniformity where there is a single
16 plant manufacturing a single product for the entire nation?

17 MR. WEINBERGER: Well, there's no question that the
18 product we manufacture is going to have what's required under
19 the settlement agreement, and that's going to be supplied into
20 New York. There's no question about that.

21 And I think your point is well taken that if this
22 case is continued to be prosecuted, just focusing on the
23 injunctive relief for a moment, I think it may be difficult to
24 establish that a benefit's been provided to the class down the
25 road. I mean, we obviously don't know what's going to happen,